

E-FILING

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Filed

MAR 20 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PJH

Adobe Systems Incorporated,

Plaintiff,

v.

Kamal Salibi, Aref Salibi, Gifts & Things, Inc.
and Does 1 – 10, inclusive,

Defendants.

Case No. **08 01538**

COMPLAINT FOR COPYRIGHT
INFRINGEMENT AND TRADEMARK
INFRINGEMENT

DEMAND FOR A JURY TRIAL

Plaintiff Adobe Systems Incorporated ("Adobe") for its Complaint alleges as follows:

I. Introduction

1. Adobe brings this action as a result of Defendants' systematic, unauthorized copying and distribution of Adobe's software products through sales on the eBay online auction site. Defendants' actions, commonly known as software piracy, are willful and cause substantial damage to Adobe and to the software industry.

2. Adobe is a global leader in developing and distributing innovative computer software. Its products and services offer developers and enterprises tools for creating, managing, delivering and engaging with compelling content across multiple operating systems, devices and media. The software industry is competitive, and Adobe undertakes great expense and risk in conceiving, developing, testing, manufacturing, marketing, and delivering its software products to consumers. Software piracy, including piracy on eBay, undermines Adobe's investment and creativity, and misleads and confuses consumers.

3. Defendants, through usernames including "tv_products" and, on information and belief, other aliases including "tvcorp" and "rogersalibi", have made, offered for sale, sold, and

 **ORIGINAL**

distributed unauthorized copies of Adobe software (the "Unauthorized Software Product") including at least Adobe Photoshop CS3 (the "Adobe Software") and likely other products. Additional Doe defendants – whose identities will be determined in discovery – support, assist, supervise and/or supply Defendants in these illegal activities. Adobe owns registered United States copyrights and trademarks including but not limited to the foregoing product and its associated marks.

4. Defendants' activities constitute willful copyright infringement and willful trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and attorneys' fees.

II. Jurisdiction and Venue

5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1331 and § 1338(a).

6. The events giving rise to the claims alleged herein occurred, among other places, within this judicial district. Venue in the Northern District of California is proper pursuant to 28 U.S.C. § 1391(b) and § 1400(a).

III. The Parties

A. Plaintiff Adobe and Its Products

7. Adobe is a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business in San Jose, California.

8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative Suite*, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's Copyrights").

9. Products manufactured and sold by Adobe bear Adobe's trademarks, including without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH, ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
7 date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

8 11. As a result of advertising and sales, together with longstanding consumer
9 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
10 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
11 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
12 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

13 **B. Defendants**

14 12. Defendant Kamal Salibi ("Salibi") is an individual. Adobe is informed and believes
15 that Salibi is a resident of Doral, Florida. Salibi does business under the eBay user IDs
16 "tv_products", "tvcorp" and "rogersalibi". Other aliases or eBay user IDs will be determined in
17 discovery. Salibi, through his online identity or identities, does business in California through
18 sales and distribution of the Unauthorized Software Product in the State of California, among other
19 places.

20 13. Defendant Aref Salibi ("Aref") is an individual. Adobe is informed and believes
21 that Salibi is a resident of Ft. Lauderdale, Florida. Aref does business under the eBay user IDs
22 "tv_products", "tvcorp" and "rogersalibi". Other aliases or eBay user IDs will be determined in
23 discovery. Aref, through his online identity or identities, does business in California through sales
24 and distribution of the Unauthorized Software Product in the State of California, among other
25 places.

26 14. Defendant Gifts & Things, Inc. ("Gifts") is a corporation organized and existing
27 under the laws of the State of Florida with its principal place of business in the city of Ft.
28 Lauderdale, Florida. Adobe is further informed and believes, and upon that basis alleges, that Gifts
does business under the eBay user IDs "tv_products", "tvcorp" and "rogersalibi". Other aliases or
eBay user IDs will be determined in discovery. Gifts, through its online identity or identities, does
business in California through sales and distribution of the Unauthorized Software Product in the
State of California, among other places.

1 15. Upon information and belief, Does 1 – 10 are either entities or individuals who are
2 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
3 supervisory employees, or suppliers of one or other of the named defendants or other entities or
4 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
5 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
6 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
7 to include the names of such individuals when identified. Salibi, Aref, Gifts and Does 1 – 10 are
8 collectively referred to herein as "Defendants."

9 **IV. Defendants' Infringing Activities**

10 16. Defendants use, among other things, the Internet auction site known as eBay to sell
11 and distribute products, including pirated copies of software, to consumers. At any given time,
12 there are millions of items listed on eBay for bid or purchase by its more than one hundred million
13 (100,000,000) registered users. Buyers have the option to purchase items in an auction-style
14 format or items can be purchased at a fixed price through a feature called Buy it Now. Through the
15 eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or
16 negative "feedback" or comments on their purchase and sale experience. While feedback can give
17 some indication of sales volume, actual sales may far exceed the number of feedback entries a
18 seller receives.

19 17. Among Defendants' products offered for sale and sold on eBay, and distributed to
20 purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or
21 their agents made such copies. Adobe has not authorized Defendants or their agents to make or
22 distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute
23 its software, period.

24 18. Defendants also use images confusingly similar or identical to Adobe's Trademarks,
25 to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of
26 Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or
27 offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after
28 Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and
trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to
Defendants' use of the Adobe Trademarks.

 19. Defendants have, through over a thousand sales, obtained a substantial "feedback
rating" through the eBay feedback system. This feedback rating, obtained essentially through

1 Defendants' illegal activities, may further confuse consumers and aid in even wider distribution of
2 unauthorized copies of the Adobe Software

3 20. Defendants' actions have confused and deceived, or threatened to confuse and
4 deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of
5 the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct,
6 Defendants have traded upon and diminished Adobe's goodwill.

7 **FIRST CLAIM FOR RELIEF**

8 **(For Copyright Infringement)**

9 21. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
10 20, inclusive, as though set forth herein in full.

11 22. As alleged herein, Defendants' activities infringe valid and effective copyrights
12 registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants'
13 infringement was willful.

14 23. Adobe has suffered and continues to suffer direct and actual damages as a result of
15 Defendants' infringing conduct. The full extent of such damages, including profits by Defendants,
16 will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to
17 final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of
18 Adobe's Copyrights infringed, as an alternative to actual damages and profits.

19 24. Adobe has no other adequate remedy at law and has suffered and continues to suffer
20 irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court,
21 Defendants' infringing activity will continue, with attendant irreparable harm to Adobe.
22 Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized
23 copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

24 25. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
25 fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover
26 its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

27 **SECOND CLAIM FOR RELIEF**

28 **(For Trademark Infringement)**

26 26. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through
27 25, inclusive, as though set forth herein in full.

27 27. Defendants' manufacture, importation, advertisement, display, promotion,
28 marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software

1 is likely to cause confusion or to cause mistake or to deceive the relevant public and trade
2 regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software
3 Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's
4 Trademarks on the Unauthorized Software Product in the same type of goods made, imported and
5 sold by or under authority of Adobe.

6 28. Defendants, and each of them, acted with knowledge of the federally registered
7 trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with
8 intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the
9 Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or
10 endorsed by Adobe.

11 29. Adobe has suffered and continues to suffer irreparable harm and damage as a result
12 of Defendants' acts of trademark infringement in amounts thus far not determined but within the
13 jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In
14 order to determine the full extent of such damages, including such profits as may be recoverable
15 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
16 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
17 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
18 pursuant to 15 U.S.C. § 1117 (c).

19 30. Adobe has no other adequate remedy at law and has suffered and continues to suffer
20 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
21 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
22 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
23 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

24 31. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
25 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
26 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
27 1117 (c).

PRAYER FOR RELIEF

28 WHEREFORE, Adobe asks this Court to order:

A. That Defendants, their agents, servants, employees, representatives, successor and
assigns, and all persons, firms, corporations or other entities in active concert or participation with
any of said Defendants, be immediately and permanently enjoined from:

- 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner, including generally, but not limited to, reproduction, manufacture, importation, distribution, advertising, selling and/or offering for sale any merchandise which infringes said Adobe's Intellectual Properties, and, specifically:
- 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or offering for sale the Unauthorized Software Product or any other unauthorized products which picture, reproduce, copy or use the likenesses of or bear a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or offering for sale in connection thereto any unauthorized promotional materials, labels, packaging or containers which picture, reproduce, copy or use the likenesses of or bear a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;
- 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse, mislead or deceive purchasers, Defendants' customers and/or members of the public to believe the actions of Defendants, the products sold by Defendants, or Defendants themselves are connected with Adobe, are sponsored, approved or licensed by Adobe, or are in some way affiliated with Adobe;
- 5) Affixing, applying, annexing or using in connection with the importation, manufacture, distribution, advertising, sale and/or offer for sale or other use of any goods or services, a false description or representation, including words or other symbols, tending to falsely describe or represent such goods as being those of Adobe;
- 6) Otherwise competing unfairly with Adobe in any manner;
- 7) Destroying or otherwise disposing of
 - a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - b. Any other products which picture, reproduce, copy or use the likenesses of or bear a substantial similarity to any of Adobe's Intellectual Properties;
 - c. Any labels, packages, wrappers, containers or any other unauthorized promotion or advertising material item which reproduces, copies, counterfeits, imitates or bears any of Adobe's Intellectual Properties;

d. Any molds, screens, patterns, plates, negatives or other elements used for making or manufacturing products bearing Adobe's Intellectual Properties;

e. Any sales and supply or customer journals, ledgers, invoices, purchase orders, inventory control documents, bank records, catalogs and all other business records, believed to concern the manufacture, purchase, advertising, sale or offering for sale of Unauthorized Software Product;

B. That Adobe and its designees are authorized to seize the following items which are in Defendants' possession, custody or control:

- 1) All Unauthorized Software Product;
- 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear any of the Adobe's Intellectual Properties, or any part thereof;
- 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically including computers, servers, optical disc burners and other hardware used for making or manufacturing Unauthorized Software Product or unauthorized product which reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual Properties, or any part thereof.

C. That those Defendants infringing upon Adobe's Intellectual Properties be required to pay actual damages increased to the maximum extent permitted by law and/or statutory damages at Adobe's election;

D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

E. That Defendants account for and pay over to Adobe all damages sustained by Adobe and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that those profits be increased as provided by law;

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1 F. That Adobe recovers from Defendants its costs of this action and reasonable
2 attorneys' fees; and

3 G. That Adobe has all other and further relief as the Court may deem just and proper
4 under the circumstances.

5 Dated: March 6, 2008

J. Andrew Coombs, A Professional Corp.

6
7 By: 

J. Andrew Coombs

Annie S. Wang

8 Attorneys for Plaintiff Adobe Systems Incorporated
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DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: March 6, 2008

J. Andrew Coombs, A Professional Corp.

By: 

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

EXHIBIT A
Copyright Registrations

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
<u>Acrobat Capture 1.0.</u>	TX0004559023
Acrobat Capture 2.0.	TX0004509574
<u>Acrobat Capture 2.0.</u>	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
<u>Acrobat Catalog for Windows.</u>	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
<u>Acrobat Distiller 2.1 for Macintosh.</u>	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
<u>Acrobat Distiller 2.1 for Microsoft Windows.</u>	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
<u>Acrobat Distiller for Microsoft Windows.</u>	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
<u>Acrobat Exchange 2.0 for Macintosh.</u>	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
<u>Acrobat Exchange 2.1 for Macintosh.</u>	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
<u>Acrobat Exchange 2.1 for UNIX.</u>	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
<u>Acrobat Exchange and Acrobat Reader for Macintosh.</u>	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
<u>Acrobat Exchange and Acrobat Reader for Windows.</u>	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
<u>Acrobat Reader 2.0 for Windows.</u>	TX0003893506
Acrobat Reader 3.0.	TX0004509573
<u>Acrobat Reader 3.0.</u>	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
<u>Acrobat Search for Windows.</u>	TX0003978856
Acrobat.	TX0001644799
<u>Adobe Accelio Capture Advanced Client 4.0 for Windows.</u>	TX0005553357
<u>Adobe Accelio Integrate Suite 6.0 for Windows.</u>	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
<u>Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.</u>	TX0004583920
<u>Adobe Acrobat 4.0.</u>	TX0004961793
<u>Adobe Acrobat 5.0 for Macintosh.</u>	TX0005545266
<u>Adobe Acrobat 5.0 for Windows.</u>	TX0005545265
<u>Adobe Acrobat 5.0 Getting Started Guide.</u>	TX0005545267
<u>Adobe Acrobat 6.0 for Macintosh.</u>	TX0005748744
<u>Adobe Acrobat 6.0 for Windows.</u>	TX0005748745
<u>Adobe Acrobat 7.0 Standard for Macintosh.</u>	TX0006045087
<u>Adobe Acrobat 7.0 Standard for Windows.</u>	TX0006045086
<u>Adobe Acrobat 8 Professional for Macintosh.</u>	TX0006390830
<u>Adobe Acrobat 8 Professional for Windows.</u>	TX0006390827

1	<u>Adobe Acrobat 8 Standard for Macintosh.</u>	TX0006390829
2	<u>Adobe Acrobat 8 Standard for Windows.</u>	TX0006390828
3	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
4	<u>Adobe Acrobat Approval 5.0 for Windows.</u>	TX0005436556
5	<u>Adobe Acrobat Capture 3.0 source code.</u>	TX0005199559
6	<u>Adobe Acrobat Connect 1.0 for Macintosh.</u>	TX0006390834
7	<u>Adobe Acrobat Connect 1.0 for Windows.</u>	TX0006390835
8	<u>Adobe Acrobat Distiller Server 5.0.5.</u>	TX0005758527
9	<u>Adobe Acrobat Distiller Server 6.0 for UNIX.</u>	TX0005847807
10	<u>Adobe Acrobat Distiller Server 6.0 for Windows.</u>	TX0005847832
11	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335249
12	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335250
13	<u>Adobe Acrobat Elements 1.0 for Windows.</u>	TX0005611299
14	<u>Adobe Acrobat Elements 6.0 for Windows.</u>	TX0005780821
15	<u>Adobe Acrobat Elements Server 6.0 for Windows.</u>	TX0005848340
16	<u>Adobe Acrobat Fill in 4.0.</u>	TX0004241942
17	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
18	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
19	<u>Adobe Acrobat Messenger 1.0.</u>	TX0005241268
20	<u>Adobe Acrobat Reader 5.0 for Macintosh.</u>	TX0005412874
21	<u>Adobe Acrobat Reader 5.0 for Windows.</u>	TX0005412875
22	<u>Adobe Acrobat Reader 5.0.5 for AIX.</u>	TX0005605114
23	<u>Adobe Acrobat Reader 5.0.5 for HP-UX.</u>	TX0005605113
24	<u>Adobe Acrobat Reader 5.0.5 for Solaris.</u>	TX0005617024
25	<u>Adobe Acrobat Reader 5.05 for Linux.</u>	TX0005617021
26	<u>Adobe Acrobat Reader 5.1 for Macintosh.</u>	TX0005620676
27	<u>Adobe Acrobat Reader 5.1 for Windows.</u>	TX0005620677
28	<u>Adobe Acrobat Reader for Palm OS 1.0 for Windows.</u>	TX0005422793
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)</u>	TX0005617023
	<u>Adobe Acrobat Reader for Palm OS 2.0 (Windows)</u>	TX0005617022
	<u>Adobe Acrobat Reader for Palm OS Beta Windows.</u>	TX0005422794
	<u>Adobe Acrobat Reader for Pocket PC : Version 1.0.</u>	TX0005489269
	<u>Adobe ActiveShare 1.0.</u>	TX0005086423
	<u>Adobe ActiveShare 1.5 for Windows.</u>	TX0005267528
	<u>Adobe After Effects : 7.0 Professional for Windows.</u>	TX0006277334
	<u>Adobe After Effects : Version 5.0 for Macintosh.</u>	TX0005392887
	<u>Adobe After Effects : Version 5.0 for Windows.</u>	TX0005438054
	<u>Adobe After Effects : Version 5.5 for Macintosh.</u>	TX0005493399
	<u>Adobe After Effects : Version 5.5 for Windows.</u>	TX0005493400
	<u>Adobe After Effects : Version 6.0 for Macintosh.</u>	TX0005777908
	<u>Adobe After Effects : Version 6.0 for Windows.</u>	TX0005777907
	<u>Adobe After Effects 3.0 for Macintosh.</u>	TX0004643401
	<u>Adobe After Effects 4.0 for Macintosh and Windows.</u>	TX0005011464
	<u>Adobe After Effects 5.5 Plug-in Power Pack for MacIntosh.</u>	TX0005546626
	<u>Adobe After Effects 5.5 Plug-in Power Pack for Windows.</u>	TX0005546627
	<u>Adobe After Effects 6.5 for Macintosh.</u>	TX0005934788
	<u>Adobe After Effects 7.0 Standard for Macintosh.</u>	TX0006277333
	<u>Adobe After Effects 7.0 Standard for Windows.</u>	TX0006277335

1	<u>Adobe After Effects CS3 Professional for Windows and Macintosh.</u>	TX0006457851
2	<u>Adobe After Effects Production Bundle : Version 5.5 for Macintosh.</u>	TX0005493398
	<u>Adobe After Effects Production Bundle : Version 5.5 for Windows.</u>	TX0005493401
3	<u>Adobe After Effects Production Bundle 5.0 for Macintosh.</u>	TX0005392886
	<u>Adobe After Effects Production Bundle 5.0 for Windows.</u>	TX0005392888
4	<u>Adobe After Effects Version 6.5 for Windows.</u>	TX0005934787
	<u>Adobe AlterCast 1.5 for Solaris.</u>	TX0005520581
5	<u>Adobe AlterCast 1.5 for Windows.</u>	TX0005520583
	<u>Adobe Atmosphere : Version 1.0 Public Beta.</u>	TX0005401513
6	<u>Adobe Atmosphere 1.0 for Windows.</u>	TX0005780857
	<u>Adobe Atmosphere Player 1.0 for Windows.</u>	TX0005748760
7	<u>Adobe Audition 1.0 for Windows.</u>	TX0005777207
	<u>Adobe Audition 1.5 for Windows.</u>	TX0005932189
8	<u>Adobe Audition 2.0 for Windows.</u>	TX0006277359
9	<u>Adobe Audition 3.0 for Windows.</u>	TX0006816095
	<u>Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.</u>	TX0005936309
10	<u>Adobe Captivate 2 for Windows.</u>	TX0006390833
	<u>Adobe Carlson Regular.</u>	TX0003374876
11	<u>Adobe Caslon Alternate Bold Italic : Version 001.000.</u>	TX0003501138
	<u>Adobe Caslon Alternate Bold.</u>	TX0003501547
12	<u>Adobe Caslon Alternate Italic : Version 001.000.</u>	TX0003501139
	<u>Adobe Creative Suite 2 Premium for Macintosh.</u>	TX0006131248
13	<u>Adobe Creative Suite 2 Premium for Windows.</u>	TX0006131245
	<u>Adobe Creative Suite 2 Standard for Macintosh.</u>	TX0006131247
14	<u>Adobe Creative Suite 2 Standard for Windows.</u>	TX0006131246
	<u>Adobe Creative Suite for Macintosh.</u>	TX0005844481
15	<u>Adobe Creative Suite for Windows.</u>	TX0005844480
16	<u>Adobe Dreamweaver CS3 Professional for Windows and Macintosh</u>	TX0006534561
	<u>Adobe Exchange 2.0 for Windows.</u>	TX0003961129
17	<u>Adobe Extension Manager CS3 for Windows and Macintosh.</u>	TX0006531581
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
18	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
19	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
20	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Solaris.</u>	TX0006457897
21	<u>Adobe Illustrator : Version 5.0.1 (Mac).</u>	TX0003846115
22	<u>Adobe Illustrator : Version 5.5 (Mac).</u>	TX0003846114
	<u>Adobe Illustrator : Version 6.0 Macintosh.</u>	TX0004240043
23	<u>Adobe Illustrator 10 for Macintosh.</u>	TX0005446858
	<u>Adobe Illustrator 10 for Windows.</u>	TX0005446857
24	<u>Adobe Illustrator 3.0.</u>	TX0003000202
	<u>Adobe Illustrator 8.0 for Macintosh and Windows.</u>	TX0004953097
25	<u>Adobe Illustrator 9.0 for Macintosh and Windows.</u>	TX0005159819
	<u>Adobe Illustrator CS for Macintosh.</u>	TX0005780817
26	<u>Adobe Illustrator CS for Windows.</u>	TX0005780806
	<u>Adobe Illustrator CS3 for Windows and Macintosh.</u>	TX0006531603
27	<u>Adobe Illustrator.</u>	TX0003380406
28		

1	<u>Adobe PageMaker 6.0 for Macintosh, Power Macintosh.</u>	TX0004093314
2	<u>Adobe PageMaker 6.5 Macintosh.</u>	TX0004524555
3	<u>Adobe PageMaker 7.0 for Macintosh.</u>	TX0005409447
4	<u>Adobe PageMaker 7.0 for Windows.</u>	TX0005409446
5	<u>Adobe Pagemaker Plug-in Pack for Macintosh.</u>	TX0005847834
6	<u>Adobe Pagemaker Plug-in Pack for Windows.</u>	TX0005847833
7	<u>Adobe Photoshop : 5.5.</u>	TX0005213806
8	<u>Adobe Photoshop 6.0.</u>	TX0005196369
9	<u>Adobe Photoshop 7.0 for Macintosh.</u>	TX0005562147
10	<u>Adobe Photoshop 7.0 for Windows.</u>	TX0005562148
11	<u>Adobe Photoshop Album 2.0 for Windows.</u>	TX0005780785
12	<u>Adobe Photoshop CS for Macintosh.</u>	TX0005780846
13	<u>Adobe Photoshop CS for Windows.</u>	TX0005780847
14	<u>Adobe Photoshop CS2 for Macintosh.</u>	TX0006131272
15	<u>Adobe Photoshop CS2 Official JavaScript Reference</u>	TX0006273756
16	<u>Adobe Photoshop CS3 for Windows and Macintosh.</u>	TX0006528611
17	<u>Adobe Photoshop Elements : 4.0 for Macintosh.</u>	TX0006277687
18	<u>Adobe Photoshop Elements 1.0 for Macintosh and Windows.</u>	TX0005329106
19	<u>Adobe Photoshop Elements 2.0 for Macintosh.</u>	TX0005592639
20	<u>Adobe Photoshop Elements 2.0 for Windows.</u>	TX0005592638
21	<u>Adobe Photoshop Elements 4.0 for Windows.</u>	TX0006139024
22	<u>Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.</u>	TX0006526701
23	<u>Adobe Photoshop Macintosh.</u>	TX0003551958
24	<u>Adobe Photoshop Version 3.0 Mac.</u>	TX0003971820
25	<u>Adobe Photoshop Version 3.0 Windows.</u>	TX0003616850
26	<u>Adobe Photoshop Version 5.0 Macintosh and Windows.</u>	TX0004856009
27	<u>Adobe Photoshop Windows.</u>	TX0003596143
28	<u>Adobe Photoshop.</u>	TX0004068613
	<u>Adobe Photoshop.</u>	TX0003120306
	<u>Adobe Photoshop.</u>	TX0002897138
	<u>AdobeType Manager Deluxe 4.6 User Guide : Macintosh.</u>	TX0005176752
	<u>Adobe PhotoDeluxe, V1.0.</u>	TX0004809739
	<u>Adobe Photoshop : Version 4.0 : Macintosh and Windows.</u>	TX0004571653
	<u>Authorware 7.0</u>	TX0005800627
	<u>Contribute 4 (Mac)</u>	TX0006471404
	<u>Designer 6.0 (Win)</u>	TX0005932242
	<u>Encore DVD 2.0</u>	TX0006277348
	<u>Font Folio 9.0 (Mac)</u>	TX0005401449
	<u>Font Folio Open Type</u>	TX0005845931
	<u>Form Manager 6.0</u>	TX0006042527
	<u>Framemaker 7.0 (Mac)</u>	TX0005596921
	<u>Framemaker 7.0 (Win)</u>	TX0005596919
	<u>FreeHand MX (Mac)</u>	TX0005746988
	<u>GoLive CS2 (Mac)</u>	TX0006131268
	<u>GoLive CS2 (Win)</u>	TX0006131269
	<u>Illustrator CS2 (Mac)</u>	TX0006131282
	<u>Illustrator CS2 (Win)</u>	TX0006131283
	<u>InCopy CS (Mac)</u>	TX0005780859
	<u>InCopy CS (Win)</u>	TX0005780858

1	InDesign CS2 (Mac)	TX0006139165
2	Macintosh Distiller.	TX0003893508
3	Macintosh PDF Writer.	TX0003893509
4	Macintosh Reader.	TX0003893511
5	Macromedia ColdFusion MX 7	TX0006201577
6	Macromedia Dreamweaver MX 2004	TX0005852659
7	Macromedia Fireworks MX 2004	TX0005839595
8	Macromedia Flash Lite 2.0	TX0006288632
9	Macromedia Flash Media Server 2	TX0006335779
10	Macromedia Flash MX 2004 Pro	TX0005852657
11	Macromedia RoboHelp HTML X5	TX0005944534
12	Macromedia RoboHelp X5	TX0005944535
13	<u>Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]</u>	TX0004695283
14	<u>Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)</u>	TX0004671697
15	PhotoDeluxe 2.0 (Mac)	TX0004771678
16	PhotoDeluxe 2.0 (Win)	TX0004617316
17	Photoshop CS2 (Win)	TX0006131279
18	Photoshop Elements 5.0	TX0006389641
19	Premiere 7.0	TX0005777909
20	Premiere Elements 3.0	TX0006389647
21	Premiere Pro 1.5	TX0005931988
22	Premiere Pro 2.0	TX0006275628
23	Production Studio 1.0	TX0006277349
24	<u>Shockwave for Director 5.0.</u>	TX0004700912
25	Windows PDF Writer.	TX0003893507

EXHIBIT B
Trademark Registrations

<u>Trademark Registration No.:</u>	<u>Title of Work:</u>	<u>Rights Owner:</u>
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDTRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated
1463458	POSTSCRIPT	Adobe Systems Incorporated

1	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
2	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
3	2852245	FLASH	Adobe Systems Incorporated
4	2855434	FLASH	Adobe Systems Incorporated
5	2060488	ILLUSTRATOR	Adobe Systems Incorporated
6	2068523	ACROBAT	Adobe Systems Incorporated
7	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
8	1901566	SHOCKWAVE	Adobe Systems Incorporated
9	2294926	DREAMWEAVER	Adobe Systems Incorporated
10	2091087	PAGEMAKER	Adobe Systems Incorporated

JS 44 - CAND (Rev. 11/04)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO.)

I.(a) PLAINTIFFS

Adobe Systems Incorporated

DEFENDANTS

Kamal Salibi, Aref Salibi, Gifts & Things, Inc. and Does 1-10, inclusive,

**(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)**

Santa Clara County

**COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)**

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)J. Andrew Coombs, A P.C., 517 E. Wilson Ave., Suite 202
Glendale, CA 91206 / Telephone: (818) 500-3200

ATTORNEYS UNKNOWN

C08 01538**PJH****II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)**

- ☒ 1 U.S. Government Plaintiff
- ☒ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding
- ☐ Removed from State Court
- ☐ Remanded from Appellate Court
- ☐ Reinstated or Reopened
- ☐ Transferred from Another district (specify)
- ☐ Multidistrict Litigation
- ☐ Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suite <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury Med Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl.Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Amer w/ disab - Empl <input type="checkbox"/> 446 Amer w/ disab - Other	PRISONER PETITIONS <input type="checkbox"/> 510 Motion to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 RR & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl.Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxee (US Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609					

VI. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Copyright infringement 17 U.S.C. §§ 101, et seq.

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$ CHECK YES only if demanded in complaint: UNDER F.R.C.P. 23 JURY DEMAND: ☒ YES ☐ NO**VIII. RELATED CASE(S) IF ANY PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".****IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)**

(PLACE AND "X" IN ONE BOX ONLY)

☐ SAN FRANCISCO/OAKLAND☒ SAN JOSE

DATE

SIGNATURE OF ATTORNEY OF RECORD

3-16-08

ORIGINAL

Court Name: U.S. District Court, NDCA
Division: 5
Receipt Number: 54611002814
Cashier ID: harwellt
Transaction Date: 03/20/2008
Payer Name: J Andrew Coombs

CIVIL FILING FEE

For: Adobe Systems Inc.
Case/Party: D-CAN-3-08-CV-001538-001
Amount: \$350.00

CHECK

Check/Money Order Num: 4176
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

Case # 08-cv-01538-PJH

Checks and drafts are accepted
subject to collections and full
credit will only be given when the
check or draft has been accepted by
the financial institution on which
it was drawn.